

**AMENDMENT NO. 5 OF
NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AGREEMENT NO. 303(FC)
NAPA COUNTY RESOURCE CONSERVATION
DISTRICT AGREEMENT NO. NCFC-102**

THIS AMENDMENT NO. 5 OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 303 (FC) NAPA COUNTY RESOURCE CONSERVATION DISTRICT AGREEMENT NO. NCFC-102 ("Agreement") is made and entered into as of the 19th day of June, 2012, by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT", and NAPA COUNTY RESOURCE CONSERVATION DISTRICT, a special district of the State of California, hereinafter referred to as "RCD".

RECITALS

WHEREAS, DISTRICT and RCD entered into the Agreement as of July 1, 2007, which was subsequently amended on June 16, 2009, July 13, 2010 and June 21, 2011; and

WHEREAS, the scope of the Agreement is for RCD to assist DISTRICT with public education and outreach activities to increase awareness of stormwater-related issues, to provide support for the county-wide stormwater program, to assist DISTRICT with maintenance of the Regional Rainfall and Stream Monitoring System (Regional Monitoring System [RMS]), to carry out streamgaging work at select RMS sites, and to provide other hydrologic monitoring and modeling services; and

WHEREAS, DISTRICT and RCD now desire to further modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2013, modify the scope of work, hourly rates for compensation and maximum amount of compensation;

TERMS

NOW, THEREFORE LET IT BE RESOLVED, DISTRICT and RCD hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence as of July 1, 2007, and shall expire on June 30, 2013, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause) or 10 (Termination for Convenience); except that the obligations of RCD to DISTRICT under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of RCD to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 21 (Taxes) and 22 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for

an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. [For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.]

2. A new paragraph 3.6 of the Agreement is hereby added to read as follows:

3.6 **Compensation commencing July 1, 2012.** Notwithstanding Paragraphs 3.1, 3.2, 3.3, 3.4 and 3.5, the following compensation provisions shall apply to work performed between July 1, 2012 and June 30, 2013:

(a) Rates. In consideration of RCD's fulfillment of the promised work, commencing July 1, 2011, DISTRICT shall pay RCD at the hourly rates outlined in Exhibit "B-6", attached hereto and incorporated by reference herein.

(b) Expenses. Expenses related to fulfilling the scope of work in Exhibit "A-6" will be reimbursed by DISTRICT at cost, subject to the maximum amount set forth in (c).

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for the term July 1, 2012 through June 30, 2013, shall be a total of ONE HUNDRED AND NINE THOUSAND AND ONE HUNDRED SEVENTY DOLLARS (\$109,170.00) for services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and payments shall be based upon services actually rendered and expenses actually incurred.

3. For the term July 1, 2012 through June 30, 2013, references in the Agreement to Exhibits "A" and "B" shall be deemed to mean Exhibits "A-6" and "B-6", respectively.

4. It is the intention of the parties that this amendment shall be deemed effective as of July 1, 2012.

5. Except as provided in (1), (2) and (3) above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 of the

Agreement to be executed as of the date first above written.

NAPA COUNTY RESOURCE
CONSERVATION DISTRICT,
a political subdivision of the
State of California

By: Mitchell Kley
Clint Pridmore, President

"RCD"

ATTEST: KATHLEEN EDSON
Secretary of the District Board

By: K. Edson

APPROVED AS TO FORM RCD Legal Counsel By: <u>Suana</u> Deputy Date: <u>6-6-12</u>
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NAPA COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT, a political subdivision of
the State of California

By: Bill Dodd
BILL DODD, Chairman

"DISTRICT"

ATTEST: GLADYS I. COIL
Secretary of the District Board

By: Gladys I. Coil

APPROVED BY THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT Date: <u>June 19, 2012</u> Processed by: <u>Traci Flores</u> Deputy Secretary of the District Board
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APPROVED AS TO FORM Office of District Counsel By: <u>Robert C. Martin</u> (By E-Sign) Date: <u>6-5-2012</u>

EXHIBIT "A-6"

SCOPE OF WORK

During the period July 1, 2012 through June 30, 2013, RCD shall provide DISTRICT with the following services:

I. DESCRIPTION OF SERVICES

TASK A. Napa County Stormwater Pollution Prevention Program Support

DISTRICT is responsible for administering the County-wide Napa County Stormwater Pollution Prevention Program (NCSPPP) on behalf of the Phase II stormwater municipalities and other public agencies within Napa County. The NCSPPP was developed by the Phase II agencies to achieve compliance with federal Phase II Stormwater regulations. Some of the NCSPPP activities include public education, outreach, and community participation.

The RCD has many years of experience educating landowners and students in Napa County regarding water quality issues and coordinating volunteer activities including creek cleanup events, stewardships groups, and water quality monitoring. Due to this experience the DISTRICT has entered into this Agreement to fund implementation by RCD of some of the public education and outreach tasks of the NCSPPP.

In coordination with the DISTRICT's Stormwater Program Manager, and as budget allows, RCD shall perform the following tasks.

A1. Water Quality Education and Event Coordination

1. *Classroom Presentations.* Announce to teachers in Napa County the limited availability of water quality presentations through the NCSPPP and present classroom presentations, as requested by teachers and as budget allows. Kindergarten through Community College classes may request and receive presentations. It is anticipated that approximately 20 groups of students will receive presentations. RCD may also, as needed, develop new presentations for high-school and/or community college classes. Topics, in all cases may include, but are not limited to the sources and effects of stormwater pollution on human and aquatic life, historic and current conditions of the Napa River watershed, and practices to protect and improve water quality. RCD shall provide opportunity for DISTRICT Stormwater Program Manager to review in-class lessons (or lesson plans) and identify areas for improvement. Based on review, RCD may, as budget allows, modify lesson plans to the District's satisfaction.
2. *Event Coordination.* RCD shall coordinate two (2) specific stormwater pollution prevention workshops in coordination with the DISTRICT Stormwater Program Manager and shall assist with additional workshops at the request of the DISTRICT Stormwater Program Manager and as budget allows. Workshops may include topics including, but

not limited to, erosion control methods for construction contractors and management practices to slow, spread, and infiltrate stormwater.

A2. Develop Outreach Materials

1. As requested or approved by the DISTRICT Stormwater Program Manager, the RCD shall develop outreach material for the purpose of raising community awareness regarding water quality. Topics may include, but are not limited to proper stormwater pollution prevention practices for car washing, surface cleaning, pool care, and other activities that may be a source of stormwater pollution. The material may also include publicity for local events and activities and assistance in developing the NCSPPP Annual Report for submission to the Regional Water Board. It is estimated that four brochures will be developed.
2. RCD shall provide draft outreach material(s) to DISTRICT Stormwater Program Manager for review and comment before the final draft is prepared.
3. RCD shall incorporate changes requested by DISTRICT Stormwater Program Manager and provide final draft to DISTRICT for printing at DISTRICT expense.

Task A Deliverables: Invoices and reports summarizing activity by task will be provided to the DISTRICT in accordance with Paragraph 4 of the Agreement. Upon DISTRICT request, and as feasible, additional reporting shall be provided, such as the status of task completion.

TASK B. Watershed Maintenance Program Support

RCD shall, as budget allows, assist the DISTRICT and the City of Napa with maintenance/upgrading of the Napa Valley Regional Rainfall and Stream Monitoring System (Regional Monitoring System [RMS]), perform stream gauging and other hydrologic field work, and coordinate watershed education and volunteer activities.

B1. Support of the Regional Monitoring System

1. Coordinate and facilitate maintenance and improvements of the RMS among local partner agencies including the RCD, DISTRICT, County of Napa, City of Napa, City of St. Helena, Town of Yountville, City of Calistoga, and City of American Canyon. Coordinate quarterly meetings with DISTRICT staff to provide project status updates.
2. Provide as-needed office/field support to contractors and/or DISTRICT at time of installation/retrofit/repair/upgrading of any streamgaging/precipitation. This may include, but is not limited to, one or several of the following: site selection, equipment specification, construction oversight, surveying gage datums, installing staff gages, installing survey monuments, identifying stages-of-zero-flow, surveying channel cross sections, and/or estimating flood and monitor stages.
3. Carry out/coordinate maintenance and improvements to the RMS website at napa.onerain.com including updating stage-discharge rating tables, uploading corrected

stage and discharge records, updating stage sensor calibrations, adding/updating flood and monitor stages, adding mean sea level gage datum elevations, adding photographs and site descriptions, as needed..

4. Prepare and distribute the annual update of the RMS User's Manual.

B1 Deliverable: Monthly project progress reports, Annual update of RMS User's Manual

B2. Hydrologic Field Work

1. *Streamgaging.* Measure stream discharge as appropriate to maintain stage-discharge rating curves for Stations 17, 28, 42, 44, the proposed Lake Berryessa Stations, and any other stations as needed using wading, suspension, or indirect methods. At each of these sites, maintain a physical staff gage and collect staff gage readings as appropriate to verify or adjust the calibration of the stage sensor. Survey staff gages and stages-of-zero-flow annually. Survey channel cross-sections as necessary for extrapolation of the rating curve. Streamgaging field work will focus on newer and less stable stations at which several measurements will be made. A minimum number of measurements will be made at older stations with stable banks and controls, to verify the established ratings. *(RCD is maintaining the stage-discharge ratings for Stations 13 and 15 under separate funding for water years 2011-12, 2012-13, and 2013-14).*
2. *Precipitation Gauging.* Continue maintenance of three previously-installed rain gauges (ALP, CRV, and VHS) and collect and store precipitation data.
3. *Stream Channel Surveying.* Provide on-request stream channel/streambed surveying support as needed to assist with DISTRICT channel maintenance activities.
4. *Data Processing and Reporting.* Download stage data for Stations 17, 28, 42, 44, the proposed Lake Berryessa stations, and any other stations as needed and compare to staff gage readings. Recalibrate stage data if necessary. Update stage-discharge ratings for these stations and generate annual discharge records. Update rating tables on napa.onerain.com. Compile rain data for stations ALP, CRV, and VHS into annual cumulative precipitation datasets, check quality, and fill data gaps if necessary. Finalize, document, and store precipitation data. Prepare one annual memo-style report covering all activity under Task B2.

B2 Deliverables: Annual stage and flow datasets for Stations 13, 15, 17, 28, 42, 44, and the proposed Lake Berryessa stations in electronic format on napa.onerain.com; Annual precipitation datasets for Stations ALP, CRV, and VHS in electronic format available at www.napared.org; Stream channel survey data if collected; Annual Task B2 final report.

B3. Watershed Volunteer Activities and NCSPPP Support

1. *Coordination of Clean-Up Events.* In coordination with DISTRICT, RCD shall coordinate volunteer creek clean-up events including a Napa County event to coincide

with California Coastal Cleanup Day (an estimated 10 sites) and a clean-up event to coincide with Earth Day (an estimated two sites). Additional clean-up or other volunteer events may be coordinated by RCD with approval of DISTRICT and as budget allows. Credit for financing of events will be given to DISTRICT in outreach efforts and materials, as feasible.

2. *Storm Drain Stencil Events.* RCD shall coordinate and conduct a minimum of two (2) storm drain marking events in areas approved by the DISTRICT Stormwater Program Manager. RCD shall recruit volunteers to mark storm drains with an anti-pollution message and shall coordinate and oversee the storm drain marking events. Unless otherwise requested by DISTRICT Stormwater Program Manager, storm drain marking events will include mapping the storm drains using GPS technology and recording the condition of the facility and surrounding areas (e.g., the presence of pollutants like waste oil). DISTRICT Stormwater Program Manager shall provide the storm drain markers, glue, brushes, GPS unit, and other equipment necessary for marking the storm drains.
3. *Community Outreach and Events in support of NCSPPP.* RCD shall assist the DISTRICT Stormwater Program Manager with community outreach and events.
 - RCD shall assist with coordination of the Bay Friendly Landscape Design Training and Qualification Program.
 - RCD shall promote stormwater pollution prevention at Earth Day and at other local venues as appropriate and as budget allows. It is anticipated that RCD will assist with no more than three (3) events, that one (1) RCD staff member will assist with Earth Day, and that no more than two (2) RCD staff will participate in any other given event.
 - RCD shall provide additional assistance and NCSPPP support at the request of the DISTRICT Stormwater Program Manager and as budget allows. Areas of additional support may include but is not limited to outreach, education, coordination, or monitoring tasks.

B3 Deliverables: Periodic reports (no less frequent than quarterly) which summarize activity by subtask, digital images from events.

B.4. IRWM/Grant Support

1. *IRWM Support.* RCD shall assist DISTRICT Watershed and Flood Control Operations Manager in responsibilities related to the Bay Area Integrated Regional Water Management (IRWM) Planning effort to ensure that the Napa River watershed is well represented. Specifically, as budget allows, RCD Executive Director will participate in the IRWM Plan Update Team (PUT) and will communicate progress of the PUT to the DISTRICT Watershed and Flood Control Operations Manager, and others, as necessary.
2. *Grant Support.* RCD shall, as needed and as budget allows, assist DISTRICT staff with implementation of the Rainwater Harvesting Program that is being initiated in Napa County in 2012/2013.

B4 Deliverables: Periodic reports (no less frequent than quarterly) which summarize activity by subtask.

TASK C. Rutherford Annual Survey.

RCD shall assist DISTRICT staff in performing an annual river maintenance and monitoring survey in the Rutherford Restoration Reach of the Napa River.

Task C Deliverable: Periodic reports (no less frequent than quarterly) which summarize activity completed.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by RCD for or under the direction of DISTRICT pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-6"

BUDGET

<u>Task Area</u>	<u>Labor</u>	<u>Expenses</u>	<u>Total</u>
A. Napa County Stormwater Pollution Prevention Program Support			
Task A1. Outreach Events and Activities	\$14,805	\$600	\$15,405
Task A2. Develop Outreach Materials	<u>\$8,240</u>	<u>\$800</u>	<u>\$9,040</u>
Total Task A	\$23,045	\$1,400	\$24,445
B. Watershed Maintenance Program Support			
Task B.1. Support of the RMS	\$15,520	\$200	\$15,720
Task B.2. Hydrologic Field Work	\$29,568	\$432	\$30,000
Task B.3. Volunteer Activities/NCSPPP	\$24,815	\$1100	\$25,915
Task B.4. IRWM/Grant Support	<u>\$6,480</u>	<u>\$0</u>	<u>\$6,480</u>
Total Task B	\$76,383	\$1,732	\$78,115
C. Rutherford Annual Maintenance Survey			
Task C.1. Annual Survey	<u>\$6,560</u>	<u>\$50</u>	<u>\$6,610</u>
Total Task C	\$6,560	\$50	\$6,610
GRAND TOTAL	\$105,988	\$3,182	\$109,170

Notes:

1. With the approval of DISTRICT's Watershed and Flood Control Operations Manager, the budget for sub-tasks of Task A and Task B may be changed so long as the overall total for Task A and the overall total for Task B do not increase.

HOURLY RATES FOR COMPENSATION

RCD shall bill DISTRICT, and DISTRICT shall compensate RCD for the services outlined in Exhibit A-6, in accordance with the following hourly rates for the RCD employees and/or contractors whose positions are noted:

- Education Coordinator: \$61.48
- Stewardship Facilitator: \$63.89
- Senior Hydrologist: \$70.91
- Senior Biologist: \$90.24
- Sr. Soil Conservationist: \$101.54
- District Administrator: \$88.77
- Conservation Project Manager: \$70.20
- Bookkeeper: \$61.18
- Executive Director: \$96.08

RCD adjusts its billable rates annually on January 1 and whenever there is a change in an employee's underlying direct pay rate. On January 1, 2013 or whenever there is any other change to any of these rates, RCD will notify DISTRICT immediately, and with the approval of DISTRICT's Watershed and Flood Control Manager, RCD may implement such adjusted rates. In any case RCD must still adhere to the budget limitations under "BUDGET" above.